			proval #: 2700-0042	
AMENDMENT OF SOLICITATIONIMOD	IFICATION OF CONTRACT	T 1.0	ONTRACT ID CODE	PAGE OF PAGES
			01	
2. AMENDMENT/MODIFICATION NO.	NOV = 2 2 02005		ON/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
31			200135448	
a. ISSUED BY CODE	PS31-MEF		RED BY (If other than	CODE PS31-MEF
	L	(tem 6)	·	
Procurement Office		Carol Ten	ell	
George C. Marshall Space Flight	t Center	256-544-8	710	
National Aeronautics and Space			Ferrell@nasa.gov	
Marshell Space Flight Center, At				RMATION: (256) 544-5566
B. NAME AND ADDRESS OF CONTRA	CTOP (No. steam county			
Zip Code)		Lateres, said (A)	SA PAWEI EDINEIN O	SOCIONATION NO.
_p 3344,				
Coastal International Securities,	Inc	,	93. DATED (SEE ITIFI	9 (1)
Attn: John Vitale	11130		OD: OHILD TOLL THE	• • • •
		·	120 100150.50	
7025 Newington Road			10A, MODIFICATION	OF CONTRACT/ORDER NO.
Lorton, Virginia 22079				•
		X	the state of the s	
			10B. DATED (SEE ITE	EM 13)
CODE OTL97	CAGE CODE 100753		August 6, 2001	•
11.	THIS ITEM ONLY APPLIE	S TO AMENDME	NTS OF SOLICITATIONS	
The above numbered solicitation is:	amended as set forthir: Item	ritid. The hour ar	nd date specified for receipt	of Offers 🔲 is extended. 🔲 is
not extended.			•	
Offers must acknowledge receipt of this	amenoment prior to the hou	r and date specifi	ed in the solicitation or as a	imended, by one of the following
methods:				,
(a) By completing items 8 and 15, and re-	eturning copies of the	amendment; (b)	By acknowledging receipt of	of this amendment on each copy of
the offer submitted; or (c) By separate le				
YOUR ACKNOWLEDGMENT TO BE RE	ECEIVED AT THE PLACE D	SSIGNATED FO	R THE RECEIPT OF OFFE	ERS PRIOR TO THE HOUR AND
DATE SPECIFIED MAY RESULT IN RE	JECTION OF YOUR OFFEI	R. If by virtue of t	his amendment you desire	to change an offer already
submitted, such change may be made to			or letter makes reference to	the solicitation and this
amendment, and is received prior to the		ciñea.		
12. ACCOUNTING AND APPROPRIAT	ON DATA (If required)			-
4200135448 \$925,000				
13. THI	SITEM APPLIES ONLY TO	MODIFICATION	IS OF CONTRACTS/ORDS	RS.
	IODIFIES THE CONTRACT			
		Specify authority)	THE CHANGES SET FOR	ITH IN ITEM 14 ARE MADE IN THE
CONTRACT ORDER NO. IN ITE	EM 10A.			
A THE AROVE NUMBERED C	DMT940TIOPDER IS MOL	וובובת ות סבבו :	EAST THE ADMINISTRATING	E CHANGES (such as changes in
paying cifice, eppropriation date	an I SET CORTILINGTEN	TIADELEGIC ELL	TO THE AUTHOUTY OF	EAD to thomas changes in
				1 ATT 40.100(0)
C. THIS SUPPLEMENTAL AGE		TO PURSUANT	O AUTHORITY OF:	
X D. OTHER FAR 43.103(s)(1) a		100		
Chuse 2, "Limitation of Funds")				
E. IMPORTANT: Contractor is not	🔀 is required to sign this	document and re	turn 3 copies to the is	ssulac office
•	Fixed Amount	Sum	Allotted	
Previous Amount	\$23, 134,500		55.249	
This Mod	15.631		25.000	•
Revised Total	\$23,150,131		80,249	•
		* , -		
See page 2 for description.			•	
Except as provided herein, all terms and	conditions of the document	t reterenced in Ite	m 9A or 10A las heretofore	changed remains unchanged und
in full force and effect.				and the second s
16A, NAME AND TITLE OF SIGNER /	Typa or orinti	16A, NAME	AND FITLE OF CONTRAC	CTING OFFICER (Type or adul)
11		A. Can	or Terral	orans or modern type or unin
LICHARZ E. MATERZ	NATIONAL VI		sting Officer	
15B. CONTRACTOR/OFFEROR	ISC DATE SIGNE		D STATES OF AMERICA	a ISC. DATE SIGNED
	- 10.2 300000	- 100. SHI	A TOTAL MENICA	
MINICIA	11/21	-lav H	- CAMP ile	2 4 2 2 ()// NOV 2 2 2005
(Signature of person authorized to sig	11/21/05	7.5	matrice of Contraction Office	The A
ASM 7540-01-152-9070		30-105	eracing of contracting office	CANDADO CODA DE CO
CONTRACTOR CONTRACTOR AND A SECOND		ودود خوس	5:	FANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA FAR (48 CFR) 53.240

PREVIOUS EDITION UNUSABLE

The purposes of this modification are to: (1) definitize the Contractor's proposal dated October 11, 2005, to reflect the Contractor's request for equitable adjustment as a result of incorporating the revised Wage Determination No. 1994 – 2007 Revision # 30; (2) to reflect a change in the MSFC Ombudsman in clause 1852.215-84; (3) to insert NASA FAR Supplement clauses 1852.237-72 Access to Sensitive Information and 1852.237-73 Release of Sensitive Information into the basic contract; and (4) to provide incremental funding pursuant to the Limitation of Funds Clause. The Foregoing action is further implemented by the inclusion of the following changes:

- 1. Section **B** entitled "NASA/FAR Supplement (48 CFR Chapter 18) Clauses" on Page 4 is revised, as reflected on the revised Page 4 (Mod 31) in order to delineate a change in Ombudsman (from Sidney P. Saucier to Robin Henderson).
- 2. Clause 1. entitled "FIRM FIXED PRICE", Paragraph (B) on Page 5 (Mod 30), is revised, as reflected on the revised Page 5 (Mod 31) in order to delineate increase in Option No. 4 by \$15,631 (from \$5,526,984 to \$5,542,615) as a result of incorporating the revised wage determination listed above.
- 3. Clause 2., entitled "LIMITATION OF FUNDS", Paragraphs (a) and (c)(1) on Page 5-6 (Mod. 30) is revised, as reflected on the revised Page 5-6 (Mod. 31), in order to delineate the sum presently available for payment (\$19,980,249), date (January 16, 2006) and amount (\$3,154,251) for the schedule for allotment of funds, and the date (January 16, 2006) in which the funds presently allotted will cover the work to be performed.
- 4. Contract H-34723D is revised in order to reflect the incorporation of two additional full text clauses, specifically, NFS Clause 1852.237-72 and NFS Clause 1852.237-73. NFS Clause 1852.237-72, Access to Sensitive Information, is incorporated into the contract as Clause No. 20, Pages 20-21 (Mod. 31) and NFS Clause 1852.237-73, Release of Sensitive Information, is incorporated into the contract as Clause No. 21, Pages 20-23 (Mod. 31).
- 5. As a result of the foregoing changes, the following pages are deleted and the corresponding pages are substituted/added. Changes are noted by a vertical line in the right column.

Clause (s) Changed/Added	Page (s) Deleted	Page(s)	
		Substituted/Added	
Section B, 1852.215-84	Page 4	Page 4 (Mod 31	
Clause 1	Page 5 (Mod 30)	Page 5 (Mod 31)	
Clause 2	Page 5-6 (Mod 30)	Page 5-6 (Mod 31)	
Clause 20 and 21	Page 20	Pages 20 – 23 (Mod 31)	

6. Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the change(s) and/or Contractor proposal(s) listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s)and/or for such additional obligations as may be required by this modification.

Contract Change Identification

Contractor Proposal Number

Modification 31 to Contract H-34723D Proposal submitted October 11, 2005

7. All other terms and conditions of this contract remain unchanged.

1852.208-81 1852.215-84 1852.219-74 1852.223-70 1852.223-74 1852.223-75 1852.228-72 1852.228-72 1852.242-72 1852.245-71	Restrictions on Printing and Duplicating (Aug 1993) Ombudsman (Jun 2000 (Insert "MSFC Ombudsman Robin Henderson (256) 544-1919") Use of Rural Area Small Businesses (Sep 1990) Safety and Health (May 2001) Safety and Health Plan (May 2001) Drug and Alcohol Free Workplace (March 1996) Major Breach of Safety or Security (May 2001) Minimum Insurance Coverage (Oct 1988) Emergency Evacuation Procedures (Dec 1988) Observance of Legal Holidays (Aug 1992) Alt 1 (Aug 1992) Installation-Accountable Government Property (June 1998) (Insert the following in paragraph (a): The Contractor shall retain responsibility for notifying cognizant property custodians of all changes in status associated with installation-provided property. All equipment users shall (1) report any missing or untagged (meeting the criteria for control) property to the cognizant property custodian; (2) notify the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft, damage, or loss of Government property is suspected; (3) ensure that installation-provided property is suspected; (3) ensure that installation-provided property is used only in pursuit of approved NASA programs and projects, or as otherwise authorized; (4) identify property not being actively used in pursuit of approved programs and projects; and (5) ensure that property is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose
	needed. Under no circumstances will the Contractor dispose of installation property.)

C. Marshall Space Flight Center Specific Clauses

Clause No.	Title
	Contractor Employee Badging and Employment Termination Clearanceee (Nov 1999)
MSFC 52.223-90	Asbestos Material (Mar 1993)
MSFC 52.223-91	Hazardous Material Reporting (Feb 2001)

The full text of a clause may be accessed electronically at this/these address (es):

FAR clauses: http://www.arnet.gov/far/

NASA FAR Supplement clauses:

http://www.hq.nasa.gov/office/procurement/regs/nfstoc.html
MSFC clauses: http://ec.msfc.nasa.gov/msfc/msfc_uni.html

SUPPLIES OR SERVICES AND PRICES/COSTS

1. FIRM FIXED PRICE

A. The total firm-fixed price of this GSA order for the applicable period is as follows:

ORDERING PERIOD PERIOD COVERED FIRM FIXED PRICE

Base Period

08/06/02 - 08/31/02

\$3,282,198

B. If the Government exercises any of its options pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

OPTION	PERIOD COVERED	FIRM FIXED Price	Status of Options
Option No. 1	09/01/02 - 08/31/03	\$4,157,146	Exercised
Option No. 2	09/01/03 - 08/31/04	\$4,632,366	Exercised
Option No. 3	09/01/04 - 08/31/05	\$5,489,056	Exercised
Option No. 4	09/01/05 - 08/31/06	\$5,589,365	Exercised

2. <u>LIMITATION OF FUNDS</u>

(a) Of the total price of the services identified as FFP, the sum of \$19.980,249 is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTTMENT OF FUNDS

Date

Amounts

January 16, 2006

\$3,169,882

*NOTE: THE IDIO PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL DELIVERY ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.

(b) The Contractor agrees to perform or have performed work as specified in the PWS up to the point at which if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the termination for Government clause notwithstanding.

- (c) 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until January 16, 2006.
- 2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amount payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- 3. (i) The notice shall state the estimated date when the point referred to in subparagraph (c)(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (c)(1) above, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (c)(1) above, or an agreed date substituted for it, advise the Contracting Officer of the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- 4. If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of subparagraphs (a) and (c) above shall apply to the additional funds and the substituted date pertaining to them, and the contract shall be modified accordingly

by the Marshall Space Flight Center and the Federal Mediation and Conciliation Service.

In this regard, be advised that the majority of the incumbent Contractor's service employees are represented by the following collective bargaining representative (Union):

Union:

International Guards Union of America, Local No. 33 105 Aracde Street Gadsden, AL 35903

Points of Contact:

Rachel Wilkes, President Telephone No. 256/586-3258 or 256/546-4920 Jeff Fears, Business Manager Telephone No. 256/796-1426

As a Government Contracting Activity we recognize the rights afforded these individuals by the National Labor Relations Act. Therefore, the successful Contractor agrees to maintain practices that are congruous with the mandatory provisions of law.

(End of Clause)

19. RESERVE GATE PROCEDURE/ONE-GATE PLAN

In the event of a labor dispute, the Government may restrict the ingress and egress of the Contractor's employees and suppliers to a specific gate. The Contractor agrees to have his employees re-badged (if necessary) and to direct them and the suppliers to utilize only the designated gate.

(End of Clause)

20. Access to Sensitive Information (1852.237-72) (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -
- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive-position in another procurement.

Page 20 (Mod 31)

- (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
- (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
- (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

21. Release of Sensitive Information (1852.237-73) (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the

course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
 - (1) Comply with all specified procedures and obligations, including the

Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the

service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in

performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)